



Registration of a Charge

Company name: **PENTA CONSULTING LIMITED**

Company number: **03525651**



X3LXDJYI

Received for Electronic Filing: **03/12/2014**

Details of Charge

Date of creation: **19/11/2014**

Charge code: **0352 5651 0006**

Persons entitled: **HSBC BANK PLC**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **GATELEY LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3525651

Charge code: 0352 5651 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th November 2014 and created by PENTA CONSULTING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd December 2014 .

Given at Companies House, Cardiff on 4th December 2014

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

SS

Dated **19** November 2014

to

HSBC Bank plc

ASSIGNMENT

IMPORTANT - PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS ASSIGNMENT

This document is an Assignment of Rights arising under the Contract described in the Schedule. You should sign this Assignment in front of a witness who should be your solicitor, other legal adviser or a HSBC Bank official.

- This Assignment of Rights arising under the Contract is security for all your debts and/or your other liabilities to HSBC Bank as set out in this Assignment.
- This means that only when you have repaid or discharged all your debts and/or your other liabilities, will HSBC Bank reassign the Rights to you.
- The debts may include overdrafts, loans or money due under any other facilities that HSBC Bank has granted to you or grants to you in the future. They may also include any liabilities under any guarantee or indemnity that you have given, or may give in the future, to HSBC Bank, for example, agreements to be responsible for the debts of another customer or for liabilities incurred by HSBC Bank on your behalf.
- This Assignment is separate from, and not limited by, any mortgage or guarantee which may already have been given to HSBC Bank or which may be given in the future.
- This Assignment contains other terms which affect you.

This Assignment is an important legal document. HSBC Bank strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Assignment.

Bank Reference:

THIS ASSIGNMENT made by deed the

19th day of November 2014

BETWEEN Assignor: PENTA CONSULTING LIMITED (a company incorporated and registered in England and Wales with company number 03525651 and whose registered address is Crosspoint House, 28 Stafford Road Wallington, Surrey SM6 9AA) ("you")

and HSBC BANK PLC ("the **Bank**")

WITNESSES as follows:

Meaning of certain words

1. (a) "the **Bank**" means HSBC Bank plc and any person who is entitled at any future date to exercise all or any of the Bank's rights under this Assignment.
- (b) "**you**" means the Assignor named above, and words such as "**your**", "**yours**", etc. should be read in this way. If there is more than one of you, the obligations under this Assignment apply to each of you individually as well as jointly.
- (c) "**Assignment**" means this Deed.
- (d) "**Rights**" means the rights you have on the occurrence of a termination event or the ending of the agreement or agreements described in Schedule 1 to this Assignment ("the **Contract**").

The Main Subject Matter of this Assignment

2. This Assignment is continuing security for the whole and each and every part of the debt mentioned in clause 3 below ("the **Debt**").
3. The Debt is all money and liabilities whatever, whenever and however incurred whether now or in the future due, or becoming due, from you to the Bank.

This includes, but is not limited to:

- (a) overdrafts, personal and other loans or facilities and further advances of money;
 - (b) guarantees and indemnities to the Bank and any of your other contingent liabilities;
 - (c) discount, commission and other lawful charges and expenses;
 - (d) interest in accordance with any agreement between you and the Bank and, if there is no agreement, interest on any money and liabilities due from you at an annual rate of 3% above the Bank's base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice. Interest as above applies before and after any demand or judgement;
 - (e) money agreed to be paid by you under clause 20 below.
4. The Debt does not include any money and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974, unless agreed between you and the Bank.
 5. You agree that any of the Debt which is in Sterling is due and payable to the Bank on demand, unless the Bank has agreed otherwise.

Assignment and Reassignment

6. With full title guarantee, you, and if there is more than one of you, each of you, hereby assign the Rights to the Bank absolutely **provided that** if the Debt is repaid to the Bank and the Bank is no longer under any obligation to provide any loan, credit, financial accommodation or other facility to you, the Bank will reassign the Rights to you on your request.

What you agree in relation to the Rights

Notices of Assignment

7. You agree that on or before executing this Assignment you will provide the Bank with the names and addresses of the other party or parties to the Contract in order to enable you and the Bank to give them notice in the form specified in Schedule 2 of this Assignment (or such other form as the Bank may specify) that the Rights have been assigned to the Bank and requiring that all and any monies which are or become payable in respect of the Rights shall thereafter be paid direct to the Bank and not to you.

Obligations in respect of the Contract and the Rights

8. You must comply with all your obligations under the Contract and must not do or permit to be done anything which would or might have the effect of releasing, varying, altering, transferring, encumbering or interfering with the Rights in any way.

About the Rights

9. You confirm to the Bank that you are the beneficial owner of the Rights free from any mortgage, lien, charge, pledge, security or other interest affecting them and that the Rights are now and will remain until such time as they are reassigned to you free from any mortgage, lien, charge, pledge, security or other interest affecting them other than this Assignment in favour of the Bank.
10. You confirm to the Bank that at the execution of this Assignment you are not aware of any claim or proceedings current or threatened which might materially affect the Rights and you undertake that if you become aware of any claim or proceeding you will notify the Bank in writing immediately.
11. You must use your best endeavours to enforce all rights you have in respect of the Rights and will do or permit to be done each and every thing which the Bank reasonably requires for the purpose of enforcing your rights in respect of the Rights.
12. You will, if the Bank reasonably requires, provide to the Bank complete copies of the Contract and such other information as the Bank may reasonably require from time to time in relation to it.
13. You must do everything necessary to help the Bank to:
- (i) confirm or protect its interest in the Rights; and
 - (ii) exercise any of its rights under this Assignment.

This includes immediately signing and delivering documents or doing anything else the Bank reasonably requires.

Mortgagee in Possession

14. The Bank shall not be accountable as a mortgagee in possession in respect of the Rights nor be liable for any loss upon realisation or for any neglect or default of any nature whatsoever in connection with the Rights and all costs, charges and expenses incurred by the Bank (including the costs of any proceedings in relation to this Assignment or the Debt) shall be paid by you on a full indemnity basis.

Power of Attorney

15. You, and if there is more than one of you, each of you, irrevocably appoint the Bank as your agent and attorney and in your name and on your behalf to sign and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which the Bank may think fit to:

- a) collect and get in any monies due in respect of the Rights and for that purpose make demand and take legal proceedings;
- b) sell or assign the benefit of the Rights;
- c) make any compromise or arrangement in respect of the Rights;
- d) do all such other acts and things as the Bank may consider to be incidental to or assist with any of the matters or powers set out above.

The Bank shall not be required to take any steps or institute any proceedings in connection with the Rights or the recovery of any monies in respect of them.

16. This Power of Attorney is given as security for the purposes of the Powers of Attorney Act 1971.

Adjustments to Law of Property Act powers and restrictions

17. The Bank's rights and remedies under this Assignment are in addition to, and not in substitution for, any given by law.
18. The restriction on the right of consolidating mortgages in section 93 of the Law of Property Act 1925 shall not apply to this Assignment.

Making good your defaults

19. If at any time you fail to comply with any of your obligations under this Assignment, the Bank may do anything which, in its reasonable opinion, may be required to remedy the failure, including performing or obtaining compliance with the obligation.

Payment of the Bank's Fees, Expenses and Costs

20. (a) You must pay on a full indemnity basis all fees, expenses, liabilities and legal and other costs incurred or charged by the Bank in or incidental to this Assignment into effect or in the exercise of any rights, remedies or powers under this Assignment.
- (b) Any money incurred under (a) above (whether demanded or not) will be debited to an account in your name with the Bank and, once debited, will carry interest at an annual rate of 3% above the Bank's base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice and shall be payable on demand.

Independence and duration of this Assignment

21. (a) This Assignment is in addition to, and independent of, any other security which the Bank may hold at any time for any of the Debt.
- (b) No prior security held by the Bank over the Rights shall merge with the security created by this Assignment.
- (c) This Assignment remains continuing security against you, and if there is more than one of you, each of you, and if you are an individual, your personal representative, until the Bank reassigns the Rights to you.

The Bank's powers to deal with Accounts and Money received

22. (a) If the Bank receives notice of any subsequent mortgage or other interest affecting the Rights, the Bank may open a new account or accounts for you. If the Bank does not do so, then all payments made to the Bank after receipt of the notice (other than those expressly appropriated) shall be treated as having been credited to a new account in your name instead of reducing the Debt.
- (b) If the Bank has more than one account for you, and the Assignor fails to comply with any of its obligations under this Assignment, or the Bank receives any notice mentioned in (a) above, the Bank may at any time,

without prior notice, transfer any credit balance in or towards discharge of any debit balance on any of your accounts. The Bank will notify you of the transfer.

- (c) If the Bank has any other mortgage or charge over the Rights, the Bank shall have an absolute discretion in the appropriation of any money received under this Assignment or under the other mortgage or charge.
23. All money received by the Bank under or as a result of this Assignment may, in the Bank's reasonable discretion, be credited to, and held in, a separate suspense account for so long as the Bank may reasonably think fit until the money, and any interest on it, is used by the Bank in or towards discharge of the Debt.

Waiver of set-off

24. You waive any right of set-off you may have now, or at any time in the future, in respect of the Debt.

Currency Conversion

25. The Bank may convert any money received under this Assignment from the currency in which it is received into any other currency that the Bank requires for the purpose of, or pending, the discharge of the Debt. Any conversion will be effected at the Bank's then prevailing spot selling rate of exchange. References in this clause to currency, include funds of that currency and the Bank may convert funds of one currency into different funds of the same currency.

Dealings with You and Third Parties

26. The Bank may at its discretion, whenever it wants, make any arrangement (whether by way of giving time or other indulgence, variation, exchange, release, modification, refraining from perfection, enforcement or otherwise) with you, or if there is more than one of you, any of you, or any other person, in respect of the Debt, or of any other security for it, without prejudice to this Assignment or the liability for the Debt.

Notices, Governing Law and Jurisdiction

27. Any demand, notice or proceeding under this Assignment may be served:
- (a) by letter, sent by first class post to, or left at, your last known address or registered office and if sent by post, it will be deemed to have been served at the time it would, in the ordinary course of post, be delivered; or
 - (b) by fax or other electronic means to your last known fax number or electronic mail address and it will be deemed to have been served at the time of transmission.
- Service on any one of you (where there is more than one of you) is deemed to be service on all of you. Any demand or notice may be signed by any manager or officer of the Bank.
28. (a) This Assignment (and any non-contractual obligations arising out of or in connection with it) shall be governed and construed in accordance with the laws of England.
- (b) You and the Bank submit to the non-exclusive jurisdiction of the Courts of England.

Disclosure of Information

29. You consent to the disclosure by the Bank of any information about you, this Assignment, the Contract, the Rights or the Debt to:
- (a) any person to whom the Bank proposes to sell, assign or transfer, or has sold, assigned or transferred, all or any of its rights, benefits and obligations under this Assignment or the Debt;
 - (b) any person with whom the Bank proposes to enter, or has entered, into any arrangements in respect of this Assignment or the Debt;
 - (c) any company within the HSBC Group, being HSBC Holdings plc and its associated and subsidiary companies from time to time or any of its or their agents; or

- (d) any other person, if required or permitted by law to do so.

Transfer of Rights

- 30. (a) The Bank may sell, assign or transfer its rights, benefits and obligations under this Assignment and the Debt to anyone at any time.
- (b) If the Bank sells, assigns or transfers any or all of its rights, benefits and obligations, your own rights, benefits and obligations under this Assignment will stay exactly the same.
- (c) You will be bound to any person to whom the Bank sells, assigns or transfers any such rights. That person will have the Bank's powers and rights, benefits and obligations so far as these are sold, assigned or transferred to that person.
- (d) The Bank will be released automatically from its obligations to you so far as that person assumes the Bank's obligations.
- (e) You will, at the expense of the Bank or the person to whom the rights are transferred, do anything reasonably requested by the Bank to effect a transfer of all or any part of its rights under this Assignment.
- (f) You will not transfer all or any part of your rights under this Assignment without the prior written consent of the Bank.
- (g) In these Transfer of Rights provisions and in the Disclosure of Information provisions above:
 - (i) the term **transfer** means sale, assignment and/or transfer;
 - (ii) the term **rights** means rights, benefits and/or obligations; and
 - (iii) the term **person** means any person, trust, fund or other entity.

The Bank's written consent and reasonable requirement

- 31. (a) Where the words "without the Bank's written consent" appear in any clause, the Bank will not unreasonably withhold consent. You agree that it is reasonable for the Bank to refuse to consent to something if, in the Bank's reasonable opinion, it adversely affects or might affect:
 - (i) the Bank's security under this Assignment and the Bank's ability to enforce this Assignment;
 - (ii) the value of the Rights and the Bank's ability to collect any monies which may become payable in respect of them.
 - (iii) the Bank's ability to recover the Debt; or
 - (iv) the assessment of the value of this Assignment as an asset of the Bank.
- (b) Where the words "the Bank reasonably requires" appear in any clause, you agree that it is reasonable for the Bank to require something if, in the Bank's reasonable opinion, it will or might assist in:
 - (i) the preservation of the Bank's security under this Assignment or the value of the Rights or
 - (ii) the Bank's ability to recover the Debt.

Severance and Modification - Unenforceability

- 32. (a) If any of the clauses (or part of a clause) of this Assignment is or becomes invalid or unenforceable in any way under any law, the validity of the remaining clauses (or part of a clause) will not in any way be affected or impaired.
- (b) If any invalid or unenforceable clause (or part of a clause) would not be invalid or unenforceable if its form or effect were modified in any way, it shall be deemed to have the modified form or effect so long as the Bank consents.

- (c) If this Assignment is unenforceable or otherwise ineffective against you, or if there is more than one of you, any of you, none of the rest of you will be released from your obligations under this Assignment.

Interpretation

33. In this Assignment:

- (a) the headings are used for guidance only;
- (b) any reference to a person includes a body corporate;
- (c) any reference to any statute, or any section of any statute, includes reference to any statutory modification or re-enactment of it for the time being in force;
- (d) references to the singular include the plural and vice versa.

IN WITNESS of the above, this document, which is intended to take effect as a deed, has been executed by the Assignor and is now delivered on the date mentioned above.

Schedule 1 referred to above

Contract

Commencement Date

Parties

Nature of Contract

(1) Penta Consulting Limited

An invoice discounting agreement under which moneys are paid by HSBC Invoice Finance (UK) Limited to Penta Consulting Limited.

(2) HSBC Invoice Finance
(UK) Limited

Schedule 2 referred to above

NOTICE OF ASSIGNMENT

TO: HSBC Invoice Finance (UK) Limited
Farncombe Road
Worthing
BN11 2BW

[date]

Agreement for the Purchase of Debts between HSBC Invoice Finance (UK) Limited and [] ("the Contract")

We, HSBC Bank plc ("the **Bank**") and [] ("the **Assignor**"), hereby give you notice that on [] the Assignor executed an Assignment in the Bank's favour of the rights which arise on the occurrence of a termination event under or the ending of the Contract.

We understand that your consent is required to such an assignment.

As a result of the Assignment, the benefit of all such rights are transferred to us and any monies that may arise on the occurrence of a termination event or the ending of the Contract should be paid to us.

The Assignor is no longer permitted to do or agree anything which may release, vary, alter, transfer, encumber or interfere with the rights assigned to us.

Please confirm your consent to the said assignment and acknowledge receipt of this Notice by completing the duplicate enclosed and returning it to the Bank with a copy to the Assignor.

Account Payment Details

Account Name: Account Number: Sort Code:

Yours faithfully,

For and on behalf of HSBC Bank plc

For and on behalf of [Assignor]

[ON DUPLICATE]

To HSBC Bank plc

I/We acknowledge receipt of a Notice on [] of which the above is a true copy and agree to pay the monies mentioned to the account held at HSBC Bank plc detailed in the said Notice.

For and on behalf of HSBC Invoice Finance (UK) Limited

This Assignment is an important legal document. HSBC Bank strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Assignment.

This Assignment is an important legal document. HSBC Bank strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Assignment.

Signed as a deed

by JAMIE SOBRANY

Signed as a deed

by IAN SPORLEA

in the presence of:

Full name of witness RENATA BATARIERE

(Block letters)

Signature of witness

Address

Occupation

in the presence of:

Full name of witness RENATA BATARIERE

(Block letters)

Signature of witness

Address

Occupation

Signed as a deed by the Assignor acting by

Signature

Director

Name in full

JAMIE SOBRANY

(Block letters)

Signature

Director/Secretary

Name in full

IAN SPORLEA

(Block letters)

The Common Seal of the Assignor was affixed in the presence of:

Director

Director/Secretary

(For use by a Company without a Common Seal)

(For use by a Company with a Common Seal)

For and on behalf of HSBC Bank plc

For Bank Use Only

This Deed of Re-assignment

In this Deed the words used have the meanings given to them in the Assignment. The Bank re-assigns
to _____ the Rights which were assigned to the Bank under the Assignment

Signed as a deed and delivered this _____ day of _____

by _____
(Block letters)

(Signature) _____

as the attorney and on behalf of HSBC Bank plc
in the presence of:

Full name of witness _____
(Block letters)

Signature of witness _____

Address

Occupation

Dated 19th November 2014

to

HSBC Bank plc

ASSIGNMENT

IMPORTANT - PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS ASSIGNMENT

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- This means that only when you have repaid or discharged all your debts and/or your other liabilities, will HSBC Bank reassign the Rights to you.
- The debts may include overdrafts, loans or money due under any other facilities that HSBC Bank has granted to you or grants to you in the future. They may also include any liabilities under any guarantee or indemnity that you have given, or may give in the future, to HSBC Bank, for example, agreements to be responsible for the debts of another customer or for liabilities incurred by HSBC Bank on your behalf.
- This Assignment is separate from, and not limited by, any mortgage or guarantee which may already have been given to HSBC Bank or which may be given in the future.
- This Assignment contains other terms which affect you.

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Bank Reference:

THIS ASSIGNMENT made by deed the 19th day of November 2014

BETWEEN Assignor: PENTA CONSULTING LIMITED (a company incorporated and registered in England and Wales with company number 03525651 and whose registered address is Crosspoint House, 28 Stafford Road Wallington, Surrey SM6 9AA) ("you")

and HSBC BANK PLC ("the Bank")

WITNESSES as follows:

Meaning of certain words

1. (a) "the Bank" means HSBC Bank plc and any person who is entitled at any future date to exercise all or any of the Bank's rights under this Assignment.
- (b) "you" means the Assignor named above, and words such as "your", "yours", etc. should be read in this way. If there is more than one of you, the obligations under this Assignment apply to each of you individually as well as jointly.
- (c) "Assignment" means this Deed.
- (d) "Rights" means the rights you have on the occurrence of a termination event or the ending of the agreement or agreements described in Schedule 1 to this Assignment ("the Contract").

The Main Subject Matter of this Assignment

2. This Assignment is continuing security for the whole and each and every part of the debt mentioned in clause 3 below ("the Debt").
3. The Debt is all money and liabilities whatever, whenever and however incurred whether now or in the future due, or becoming due, from you to the Bank.
This includes, but is not limited to:
 - (a) overdrafts, personal and other loans or facilities and further advances of money;
 - (b) guarantees and indemnities to the Bank and any of your other contingent liabilities;
 - (c) discount, commission and other lawful charges and expenses;
 - (d) interest in accordance with any agreement between you and the Bank and, if there is no agreement, interest on any money and liabilities due from you at an annual rate of 3% above the Bank's base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice. Interest as above applies before and after any demand or judgement;
 - (e) money agreed to be paid by you under clause 20 below.
4. The Debt does not include any money and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974, unless agreed between you and the Bank.
5. You agree that any of the Debt which is in Sterling is due and payable to the Bank on demand, unless the Bank has agreed otherwise.

Assignment and Reassignment

6. With full title guarantee, you, and if there is more than one of you, each of you, hereby assign the Rights to the Bank absolutely **provided that** if the Debt is repaid to the Bank and the Bank is no longer under any obligation to provide any loan, credit, financial accommodation or other facility to you, the Bank will reassign the Rights to you on your request.

What you agree in relation to the Rights

Notices of Assignment

7. You agree that on or before executing this Assignment you will provide the Bank with the names and addresses of the other party or parties to the Contract in order to enable you and the Bank to give them notice in the form specified in Schedule 2 of this Assignment (or such other form as the Bank may specify) that the Rights have been assigned to the Bank and requiring that all and any monies which are or become payable in respect of the Rights shall thereafter be paid direct to the Bank and not to you.

Obligations in respect of the Contract and the Rights

8. You must comply with all your obligations under the Contract and must not do or permit to be done anything which would or might have the effect of releasing, varying, altering, transferring, encumbering or interfering with the Rights in any way.

About the Rights

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10. You confirm to the Bank that at the execution of this Assignment you are not aware of any claim or proceedings current or threatened which might materially affect the Rights and you undertake that if you become aware of any claim or proceeding you will notify the Bank in writing immediately.
11. You must use your best endeavours to enforce all rights you have in respect of the Rights and will do or permit to be done each and every thing which the Bank reasonably requires for the purpose of enforcing your rights in respect of the Rights.
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Mortgagee in Possession

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Power of Attorney

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- a) collect and get in any monies due in respect of the Rights and for that purpose make demand and take legal proceedings;
- b) sell or assign the benefit of the Rights;
- c) make any compromise or arrangement in respect of the Rights;
- d) do all such other acts and things as the Bank may consider to be incidental to or assist with any of the matters or powers set out above.

The Bank shall not be required to take any steps or institute any proceedings in connection with the Rights or the recovery of any monies in respect of them.

16. This Power of Attorney is given as security for the purposes of the Powers of Attorney Act 1971.

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- (b) If the Bank has more than one account for you, and the Assignor fails to comply with any of its obligations under this Assignment, or the Bank receives any notice mentioned in (a) above, the Bank may at any time,

without prior notice, transfer any credit balance in or towards discharge of any debit balance on any of your accounts. The Bank will notify you of the transfer.

- (c) If the Bank has any other mortgage or charge over the Rights, the Bank shall have an absolute discretion in the appropriation of any money received under this Assignment or under the other mortgage or charge.

- 23. All money received by the Bank under or as a result of this Assignment may, in the Bank's reasonable discretion, be credited to, and held in, a separate suspense account for so long as the Bank may reasonably think fit until the money, and any interest on it, is used by the Bank in or towards discharge of the Debt.

Waiver of set-off

- 24. You waive any right of set-off you may have now, or at any time in the future, in respect of the Debt.

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- 25. The Bank may convert any money received under this Assignment from the currency in which it is received into any other currency that the Bank requires for the purpose of, or pending, the discharge of the Debt. Any conversion will be effected at the Bank's then prevailing spot selling rate of exchange. References in this clause to currency, include funds of that currency and the Bank may convert funds of one currency into different funds of the same currency.

Dealings with You and Third Parties

- 26. The Bank may at its discretion, whenever it wants, make any arrangement (whether by way of giving time or other indulgence, variation, exchange, release, modification, refraining from perfection, enforcement or otherwise) with you, or if there is more than one of you, any of you, or any other person, in respect of the Debt, or of any other security for it, without prejudice to this Assignment or the liability for the Debt.

Notices, Governing Law and Jurisdiction

- 27. Any demand, notice or proceeding under this Assignment may be served:
 - (a) by letter, sent by first class post to, or left at, your last known address or registered office and if sent by post, it will be deemed to have been served at the time it would, in the ordinary course of post, be delivered; or
 - (b) by fax or other electronic means to your last known fax number or electronic mail address and it will be deemed to have been served at the time of transmission.

Service on any one of you (where there is more than one of you) is deemed to be service on all of you. Any demand or notice may be signed by any manager or officer of the Bank.

- 28. (a) This Assignment (and any non-contractual obligations arising out of or in connection with it) shall be governed and construed in accordance with the laws of England.
- (b) You and the Bank submit to the non-exclusive jurisdiction of the Courts of England.

Disclosure of Information

- 29. You consent to the disclosure by the Bank of any information about you, this Assignment, the Contract, the Rights or the Debt to:
 - (a) any person to whom the Bank proposes to sell, assign or transfer, or has sold, assigned or transferred, all or any of its rights, benefits and obligations under this Assignment or the Debt;
 - (b) any person with whom the Bank proposes to enter, or has entered, into any arrangements in respect of this Assignment or the Debt;
 - (c) any company within the HSBC Group, being HSBC Holdings plc and its associated and subsidiary companies from time to time or any of its or their agents; or

- (d) any other person, if required or permitted by law to do so.

Transfer of Rights

- 30. (a) The Bank may sell, assign or transfer its rights, benefits and obligations under this Assignment and the Debt to anyone at any time.
- (b) If the Bank sells, assigns or transfers any or all of its rights, benefits and obligations, your own rights, benefits and obligations under this Assignment will stay exactly the same.
- (c) You will be bound to any person to whom the Bank sells, assigns or transfers any such rights. That person will have the Bank's powers and rights, benefits and obligations so far as these are sold, assigned or transferred to that person.
- (d) The Bank will be released automatically from its obligations to you so far as that person assumes the Bank's obligations.
- (e) You will, at the expense of the Bank or the person to whom the rights are transferred, do anything reasonably requested by the Bank to effect a transfer of all or any part of its rights under this Assignment.
- (f) You will not transfer all or any part of your rights under this Assignment without the prior written consent of the Bank.
- (g) In these Transfer of Rights provisions and in the Disclosure of Information provisions above:
 - (i) the term **transfer** means sale, assignment and/or transfer;
 - (ii) the term **rights** means rights, benefits and/or obligations; and
 - (iii) the term **person** means any person, trust, fund or other entity.

The Bank's written consent and reasonable requirement

- 31. (a) Where the words "without the Bank's written consent" appear in any clause, the Bank will not unreasonably withhold consent. You agree that it is reasonable for the Bank to refuse to consent to something if, in the Bank's reasonable opinion, it adversely affects or might affect:
 - (i) the Bank's security under this Assignment and the Bank's ability to enforce this Assignment;
 - (ii) the value of the Rights and the Bank's ability to collect any monies which may become payable in respect of them.
 - (iii) the Bank's ability to recover the Debt; or
 - (iv) the assessment of the value of this Assignment as an asset of the Bank.
- (b) Where the words "the Bank reasonably requires" appear in any clause, you agree that it is reasonable for the Bank to require something if, in the Bank's reasonable opinion, it will or might assist in:
 - (i) the preservation of the Bank's security under this Assignment or the value of the Rights or
 - (ii) the Bank's ability to recover the Debt.

Severance and Modification - Unenforceability

- 32. (a) If any of the clauses (or part of a clause) of this Assignment is or becomes invalid or unenforceable in any way under any law, the validity of the remaining clauses (or part of a clause) will not in any way be affected or impaired.
- (b) If any invalid or unenforceable clause (or part of a clause) would not be invalid or unenforceable if its form or effect were modified in any way, it shall be deemed to have the modified form or effect so long as the Bank consents.

- (c) If this Assignment is unenforceable or otherwise ineffective against you, or if there is more than one of you, any of you, none of the rest of you will be released from your obligations under this Assignment.

Interpretation

33. In this Assignment:

- (a) the headings are used for guidance only;
- (b) any reference to a person includes a body corporate;
- (c) any reference to any statute, or any section of any statute, includes reference to any statutory modification or re-enactment of it for the time being in force;
- (d) references to the singular include the plural and vice versa.

IN WITNESS of the above, this document, which is intended to take effect as a deed, has been executed by the Assignor and is now delivered on the date mentioned above.

Schedule 1 referred to above

Contract

Commencement Date

Parties

Nature of Contract

(1) Penta Consulting Limited

An invoice discounting agreement under which moneys are paid by HSBC Invoice Finance (UK) Limited to Penta Consulting Limited.

(2) HSBC Invoice Finance
(UK) Limited

Schedule 2 referred to above

NOTICE OF ASSIGNMENT

TO: HSBC Invoice Finance (UK) Limited
Farncombe Road
Worthing
BN11 2BW

[date]

Agreement for the Purchase of Debts between HSBC Invoice Finance (UK) Limited and [] ("the Contract")

We, HSBC Bank plc ("the Bank") and [] ("the Assignor"), hereby give you notice that on [] the Assignor executed an Assignment in the Bank's favour of the rights which arise on the occurrence of a termination event under or the ending of the Contract.

We understand that your consent is required to such an assignment.

As a result of the Assignment, the benefit of all such rights are transferred to us and any monies that may arise on the occurrence of a termination event or the ending of the Contract should be paid to us.

The Assignor is no longer permitted to do or agree anything which may release, vary, alter, transfer, encumber or interfere with the rights assigned to us.

Please confirm your consent to the said assignment and acknowledge receipt of this Notice by completing the duplicate enclosed and returning it to the Bank with a copy to the Assignor.

Account Payment Details

Account Name: Account Number: Sort Code:

Yours faithfully,

For and on behalf of HSBC Bank plc

For and on behalf of [Assignor]

[ON DUPLICATE]

To HSBC Bank plc

I/We acknowledge receipt of a Notice on [] of which the above is a true copy and agree to pay the monies mentioned to the account held at HSBC Bank plc detailed in the said Notice.

For and on behalf of HSBC Invoice Finance (UK) Limited

This Assignment is an important legal document. HSBC Bank strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Assignment.

This Assignment is an important legal document. HSBC Bank strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Assignment.

Signed as a deed

by

Signed as a deed

by

in the presence of:

Full name of witness

(Block letters)

in the presence of:

Full name of witness

(Block letters)

Signature of witness

Signature of witness

Address

Address

Occupation

Occupation

Signed as a deed by the Assignor acting by

Signature

Director

Name

in

full

(Block letters)

Signature

Director/Secretary

(For use by a
Company without
a Common Seal)

Name

in

full

(Block letters)

The Common Seal of the Assignor was affixed in
the presence of:

Director

Director/Secretary

(For use by a
Company with a
Common Seal)

For and on behalf of HSBC Bank plc

For Bank Use Only

This Deed of Re-assignment

In this Deed the words used have the meanings given to them in the Assignment. The Bank re-assigns

to _____ the Rights which were assigned to the Bank under the Assignment

Signed as a deed and delivered this _____ day of _____

by _____
(Block letters)

(Signature)

as the attorney and on behalf of HSBC Bank plc

in the presence of:

Full name of witness _____
(Block letters)

Signature of witness _____

Address

Occupation